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JUL 13 2017

AT 8:30 _____ M
WILLIAM T. WALSH
CLERK

Counsel for Lead Plaintiff Hoyt Clark

[Additional Counsel on Signature Page]

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

BIXING PENG, Individually and On
Behalf of All Others Similarly
Situated,

Plaintiff,

v.

AGILE THERAPEUTICS, INC.,
ALFRED ALTOMARI, and
ELIZABETH GARNER,

Defendants.

Case No.: 3:17-cv-00119-AET-LHG

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

The parties hereby stipulate to the dismissal of the above-captioned action (the "Action") with prejudice by the undersigned Plaintiff as to Agile Therapeutics, Inc., Alfred Altomari, and Elizabeth Garner (collectively, "Defendants") pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and as grounds therefor state as follows:

WHEREAS, on May 15, 2017, Plaintiff Hoyt Clark ("Plaintiff") was appointed as the Lead Plaintiff in this Action;

WHEREAS, Defendants deny that they engaged in any wrongful acts or are liable on any of the claims in this Action;

WHEREAS, this Action has not been certified as a class action;

WHEREAS, in consideration of the covenants and agreements contained in this Stipulation, the undersigned parties hereby stipulate and agree as follows:

1. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this Action shall be dismissed with prejudice by the undersigned Plaintiff as to all Defendants, with each side to bear its own attorneys' fees and costs incurred in connection with this Action;

2. The undersigned parties mutually agree not to seek or assert any claim against the other(s) for fees, expenses, costs, sanctions (including any claim under Fed. R. Civ. P. 11) and/or any other claim that the Action was brought or defended in bad faith or without a reasonable basis;

3. This Stipulation constitutes the entire and complete agreement between the undersigned parties, the terms and conditions contained herein are contractual and not a mere recital, and such terms and conditions shall not be amended, supplemented or abrogated other than by a written instrument signed by each affected party hereto, or by the authorized representative of each party; and

4. This Stipulation shall not be construed against the party preparing it,

but shall be construed as if the parties jointly prepared this Stipulation, and any uncertainty or ambiguity shall not on the ground of authorship be interpreted against any one party.

THEREFORE, it is hereby stipulated and agreed by all undersigned parties that this Action be dismissed with prejudice as to all Defendants, pursuant to Fed.

R. Civ. P. 41(a)(1)(A)(ii).

Dated: June 26, 2017

LEVI KORSINSKY LLP

s/ Eduard Korsinsky
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-and-

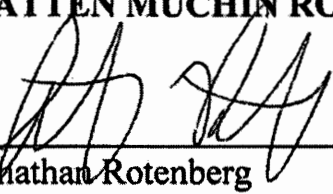
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(admitted pro hac vice)

*Attorneys for Lead Plaintiff Hoyt Clark
and Lead Counsel for the Class*

Dated: June 26, 2017


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*Attorneys for Defendants Agile
Therapeutics, Inc., Alfred Altomari,
and Elizabeth Garner*

SO ORDERED this 13th day of ^{July}~~June~~, 2017



ANNE E. THOMPSON
UNITED STATES DISTRICT JUDGE